## SO ORDERED



## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MARYLAND

IN RE BANKRUPTCY NO. 19-18681

NATALIE TAO

**DEBTOR** 

LAKESIDE NATIONAL, LLC MOVANT

VS. CHAPTER 13

NATALIE TAO ROBERT S. THOMAS, II, TRUSTEE

RESPONDENT(S)

## CONSENT ORDER FOR RELIEF FROM STAY AS TO PROPERTY KNOWN AS 873-875 N. HOWARD STREET, AND FOR ADEQUATE PROTECTION AS TO 877 N. HOWARD STREET

On June 25, 2019, this chapter 13 bankruptcy was filed. On July 10, 2019 a Motion for Relief was filed (Docket 11.) This motion was responded to on July 24, 2019, (Docket 13.) The parties met prior to the hearing on August 5, 2019, where the Debtor tendered \$10,000 as the payments under this agreement for July and August, 2019. Debtor also proffered that she had taken care of the old tax sale foreclosures related to properties where Lakeside has liens. This cause came for consideration upon the Motion for Relief from Stay as to the real property known as 873-

875 N. Howard St., Baltimore Maryland ("Property,") filed by the Movant, Lakeside National, LLC ("Lakeside,") and the Debtor Natalie Tao, having consented to the terms of this order, It is hereby

**ORDERED** that the automatic stay as to the real property known as 873-875 N. Howard Street is lifted; and it is further

ORDERED that Lakeside shall refrain and forbear from exercising and enforcing its rights and remedies against the Property or the Debtor, provided that the Debtor shall timely pay to Lakeside monthly payments on, or before the 1<sup>st</sup> of the month, beginning September 1, 2019, in the amount of \$5,000, with a five day grace period, and shall perform any and all non-monetary obligations related to the Property as set forth in the loan documents with Lakeside. This \$5,000 payment is to be applied both to the payment required for the loan secured by the Property as well as an adequate protection payment for 877 N. Howard, which is owned by the Debtor and secures a second loan between the Debtor and Lakeside; and it is further

ORDERED that if the Debtor fails to timely make payment provided for herein, or the Debtor fails to perform any non-monetary obligations with regard to the property as set forth in the Debtors' loan documents and their failure to cure such any default within 7 days of Lakeside sending notice to the Debtor by mail to 877 N. Howard Street, and by email to her counsel, the Debtor will be in default of the terms of this Consent Order and upon Lakeside filing an affidavit of default with the Court, Lakeside shall be entitled to exercise all rights and remedies under its loan documents with the Debtor, including, but not limited to foreclosing on the Property without further order of the Court; and it is further

**ORDERED** that if this case is converted to a case under Chapter 7, the forbearance agreement automatically terminates.

Consented to by:

By: /s/ Gerard F. Miles, Jr.
Gerard F. Miles, Jr.
Huesman Jones and Miles, LLC
Federal Bar No. 28199
Executive Plaza III, Suite 905
11350 McCormick Road
Hunt Valley, Maryland 21031
(443) 541-8507
Buddy@lawhjm.com
Attorney for Petitioner Lakeside National, LLC

\_\_\_\_\_\_/s/\_Jeffrey M. Sirody
Jeffrey M. Sirody
Federal Bar No. 11715
Jeffrey M. Sirody & Associates
1777 Reisterstown Road
Suite 360 E
Baltimore, Maryland 21208
(410) 415-0445
Attorney for Debtor/Respondent

I HEREBY CERTIF	Y that the terms of the copy of the consent order submitted to the
Court are identical to those s	et forth in the original consent order; and the signatures represented
by the /s/	on this copy reference the signatures of consenting parties on the
original consent order.	
/s/	
Gerard F. Miles, Jr.	<del></del>
Cc:	

**Via CM/ECF Electronic Notice:** 

Jeffrey M. Sirody, Counsel for Debtor,
Robert S. Thomas, II, Trustee

Email: <a href="mailto:smeyers5@hotmail.com">smeyers5@hotmail.com</a>
Email: <a href="mailto:sceners-5">ECF@ch13balt.com</a>

Via First Class Mail, Postage Prepaid:

Natalie A. Tao 877 North Howard Street Baltimore, Maryland 21201-4605 Debtor

**End of Order**